

SERIAL 04180 RFP

PUBLIC RELATIONS SERVICES

Topete/Stonefield, Inc

DATE OF LAST REVISION: July 20, 2005 CONTRACT END DATE: January 31, 2008

CONTRACT PERIOD THROUGH JANUARY 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PUBLIC RELATIONS SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 19, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
David Smith, CAO
Wes Baysinger, Materials Management
Mirheta Muslic, Materials Management



PUBLIC RELATIONS CONTRACT PURSUANT TO RFP

SERIAL 04180-RFP

This Contract is entered into this 19th day of January 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Topete/Stonefield, Inc., an Arizona corporation ("Contractor") for the purchase of Public Relations services.

1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 19th day of January, 2005 and ending the 31st day of January 2008.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance (under \$5,000.00) of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment for work over \$5,000.00 shall be made as set forth in the project specific RFP.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, purchase order number, description of supplies and services, unit prices, and extended totals and applicable sales tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B" of the specific project proposal that work is authorized under.
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in project proposal, or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations if required.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 4.1.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 4.1.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 4.1.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.4 Certificates of Insurance.

- 4.1.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full

force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Topete/Stonefield, Inc.
Attn: Liz Topete-Stonefield, President & CEO
2200 N. Central Avenue
Suite 201
Phoenix, AZ. 85004

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.4 ESCALATION: (Time and Materials, under \$5,000.00)

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions

which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A

SERIAL 04180-RFP
 PRICING SHEET, COMMODITY CODE S073908, NIGP 91573, BLANKET ORDER B0604810
 BIDDER NAME: TOPETE/STONEFIELD, INC.
 F.I.D./VENDOR #: **W000004116 X**
 BIDDER ADDRESS: 2200 NORTH CENTRAL AVE., SUITE 201, PHOENIX, AZ 85004
 BIDDER PHONE #: 602-254-8780
 BIDDER FAX #: 602-258-7586
 COMPANY WEB SITE: www.topstone.net
 COMPANY CONTACT (REP): LIZ TOPETE-STONEFIELD, PRESIDENT & CEO
 E-MAIL ADDRESS (REP): liz@topstone.net

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

ACCEPT PROCUREMENT CARD: YES (NO REBATE)

INTERNET ORDERING CAPABILITY: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

PAYMENT TERMS: NET 30

1.0 PRICING

ITEM DESCRIPTION	HOURLY RATE
1.0 Consultant/Principle	\$95.00
2.0 Consultant/Senior	\$95.00
3.0 Project Manager	\$95.00
4.0 Public Participation Coordinator/Planner	\$75.00 - \$95.00
5.0 Graphic Designer	\$65.00 - \$85.00
6.0 Photographer	\$65.00 - \$150.00
7.0 Video Producer	\$100.00 - \$300.00
8.0 Video Editor	\$75.00 - \$150.00
9.0 Video Technician	\$75.00 - \$150.00
10.0 Clerical	\$40.00 - \$50.00
11.0 Supplies and/or Services at Cost Plus _____ 10%	
12.0 Art Director	\$90.00
13.0 Print Manager	\$80.00
14.0 Researcher	\$50.00 - \$75.00
15.0 Writer/Editor	\$50.00 - \$100.00
16.0 Scriptwriter	\$100.00
17.0 Marketing Assistant	\$50.00

18.0 Creative Director	\$100.00
19.0 Proofreader	\$40.00
20.0 Media Buyer	\$75.00
21.0 Producer/Director	\$125.00 - \$200.00
22.0 Production Assistant	\$60.00
23.0 Casting Director	\$80.00
24.0 Sound Operator	\$100.00
25.0 Make-up Artist/Hair Stylist	\$40.00 - \$50.00
26.0 Producer/Multimedia	\$125.00 - \$200.00
27.0 Interpreters/Spanish	\$100.00
28.0 Translations	\$95.00

**EXHIBIT B
04180-RFP**

PUBLIC RELATIONS SERVICES

1.0 INTENT:

On call Public Relations contract to advance, educate and communicate to the residents of Maricopa County the efforts, progress and activities of Maricopa County as required. All work over \$5000.00 shall be awarded based upon proposals for the specific assignment. Work under \$5000.00 shall be at the discretion of the department requiring service. Maricopa County reserves the right to add additional contractors to this contract, throughout its life for competitiveness.

2.0 SCOPE OF WORK:

2.1 GENERAL

After written authorization to proceed by means of a purchase order, CONSULTANT shall perform the following professional services:

- 2.1.1 Consult with COUNTY to clarify and define COUNTY'S requirements for the ASSIGNMENT and review available data. CONSULTANT (S) and the COUNTY will mutually agree to a detailed Scope of Work for each ASSIGNMENT. The Scope of Work shall include separate technical and cost proposals, staff title(s) and hourly charge, estimates for all support materials/services and a proposed time-frame work schedule to complete the ASSIGNMENT.
- 2.1.2 Analyze and evaluate COUNTY'S need and recommend prospective solution(s).
- 2.1.3 Advise COUNTY as to the necessity of COUNTY providing or obtaining from others special services and data required in connection with the ASSIGNMENT and assist the COUNTY in obtaining such data and services.
- 2.1.4 Arrange for access to public and commercial facilities, and make all provisions as required to conduct professional public relations activities required by the ASSIGNMENT.
- 2.1.5 Before conducting public outreach activities, CONSULTANT shall independently secure all required permits and permissions.
- 2.1.6 All invoices submitted by the CONSULTANT shall include the following information: ASSIGNMENT identification, signature of principal, itemized bills with copies of all receipts, detailed description of work performed by staff with title, hourly rate and date(s).

2.2 ASSIGNMENT CRITERIA

All work performed by CONSULTANT under this contract shall, as a minimum, be in accordance with:

- 2.2.1 Arizona Open Meeting Law (ARS 39-204) (38-431.02)
- 2.2.2 Americans with Disabilities Act of 1990

2.3 TYPES OF ASSIGNMENTS

Typical ASSIGNMENTS undertaken by the CONSULTANT as part of this Contract may include, but not be limited to, the following:

- 2.3.1 Public Meeting Support; i.e.: establishing interested parties, preparing flyers, speech writing, photography, mailings to interested parties, securing meeting location, set-up/refreshments, collection of public comment, preparing summary reports.
- 2.3.2 Public Event Support (such as ribbon cuttings, forums, trade shows, seminars and special events): writing press releases, creating flyers, speech writing, photography, display ads, recruiting media coverage, securing event location, creating/sending invitations, set-up/refreshments, **staffing**, collection of public comment, summary reports.
- 2.3.3 Media Campaigns: Creating all-inclusive campaigns, including print/video/internet/radio components. Including, but not limited to writing releases, creating print ads, creating video productions, creating CD ROM's, soliciting partnerships for distribution of campaign materials.
- 2.3.4 CD ROM production/Internet support: create CD ROM's as companions to Public meetings with complete information about projects. Develop web pages for projects, and pr needs.
- 2.3.5 Technical Writing: provide writing services for articles to go into public publications. Search out, solicit, and procure publication in appropriate publications.
- 2.3.6 Video Services: provide video production services, including shooting, editing, voicing and producing as needed.
- 2.3.7 Graphic Services: provide supplemental graphic support as needed for newsletters, flyers, ads, billboards, etc.
- 2.3.8 Marketing and Advertising (includes database development and management); promotion, advancement, development of materials for regional and national trade show participation; coordination and production of fact sheets, flyers and advertisements; promote visibility and develop strategies to increase awareness, education and communication of various County projects.
- 2.3.9 Issue Management: Devise and carry out strategies to communicate the county position to stakeholders and interested parties on controversial, difficult and complex County issues. Perform related tasks as required.

2.4 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value.

2.5 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.6 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

TOPETE/STONEFIELD INC, 2200 N CENTRAL AVE SUITE 201, PHOENIX, AZ 85004

PRICING SHEET S073908/B0604810/NIGP 91573

Terms:	NET 30
Vendor Number:	W000004116 X
Telephone Number:	602/254-8780
Fax Number:	602/258-7586
Contact Person:	Liz Topete-Stonefield
E-mail Address:	liz topstone@topstone.net
Company Web Site:	www.topstone.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending January 31, 2008.